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Deckers Outdoor Corporation

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

DECKERS OUTDOOR
CORPORATION, a Delaware
Corporation;

Plaintiff,

v.

ROMEO & JULIETTE, INC., a
California Corporation; and DOES 1-
10, inclusive;

Defendant.

Case No. 2:25-cv-04220-RGK (SKx)

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The parties further acknowledge, as set forth in Section 12.3 (Filing Protected Material), below, that this Stipulated Protective

1 Order does not entitle them to file confidential information under seal; Civil Local
2 Rule 79-5 sets forth the procedures that must be followed and the standards that will
3 be applied when a party seeks permission from the court to file material under seal.

4 B. GOOD CAUSE STATEMENT

5 In its Complaint, Plaintiff asserts causes of action against Defendant for trade
6 dress infringement and unfair competition under the Lanham Act and related claims
7 under state statutory and common law; and infringement of U.S. Patent Nos.
8 D927,161 and D774,736. This action is likely to involve trade secrets, customer and
9 pricing lists, and other valuable research, development, commercial, financial,
10 technical and/or proprietary information for which special protection from public
11 disclosure and from use for any purpose other than prosecution of this action is
12 warranted. Such confidential and proprietary materials and information consist of,
13 among other things, confidential business or financial information, information
14 regarding confidential business practices, or other confidential research,
15 development, or commercial information (including information implicating
16 privacy rights of third parties), information otherwise generally unavailable to the
17 public, or which may be privileged or otherwise protected from disclosure under
18 state or federal statutes, court rules, case decisions, or common law. Accordingly,
19 to expedite the flow of information, to facilitate the prompt resolution of disputes
20 over confidentiality of discovery materials, to adequately protect information the
21 parties are entitled to keep confidential, to ensure that the parties are permitted
22 reasonable necessary uses of such material in preparation for and in the conduct of
23 trial, to address their handling at the end of the litigation, and serve the ends of
24 justice, a protective order for such information is justified in this matter. It is the
25 intent of the parties that information will not be designated as confidential for
26 tactical reasons and that nothing be so designated without a good faith belief that it
27 has been maintained in a confidential, non-public manner, and there is good cause
28 why it should not be part of the public record of this case.

1 C. GOOD CAUSE STATEMENT FOR ATTORNEY-EYES ONLY
2 PROTECTIVE ORDER

3 This action is likely to involve trade secrets, business and brand strategy, and
4 other valuable research, development, commercial, financial, technical and/or
5 proprietary information for which special protection from disclosure to business
6 competitors and from use for any purpose other than prosecution of this action is
7 warranted. Such confidential and proprietary materials and information consist of,
8 among other things, confidential business or financial information, information
9 regarding confidential business practices, or other confidential research,
10 development, or commercial information, information otherwise generally not
11 disseminated within the parties' organizations and only to employees who require
12 access to such information perform their duties. The dissemination of this
13 proprietary information which could result in improper use by business competitors.
14 Documents that contain sales data, revenue, advertising and marketing strategy,
15 could result in improper use by business competitors seeking to replicate business
16 practices and circumvent the time and resources necessary in developing their own
17 practices and strategies materially affecting a party's ability to increase its
18 competitive advantage.

19
20 2. DEFINITIONS

21 2.1 Action: this pending federal law suit *Deckers Outdoor Corporation v.*
22 *Romeo & Juliette, Inc.*, Case No. 2:25-cv-04220

23 2.2 Challenging Party: a Party or Non-Party that challenges the
24 designation of information or items under this Order.

25 2.3 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEY
26 EYES ONLY" Information or Items: information (regardless of how it is generated,
27 stored, or maintained) or tangible things that qualify for protection under Federal
28 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

1 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
2 their support staff).

3 2.5 Designating Party: a Party or Non-Party that designates information
4 or items that it produces in disclosures or in responses to discovery as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEY EYES
6 ONLY”.

7 2.6 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 2.7 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this Action.

14 2.8 House Counsel: attorneys who are employees of a party to this Action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.9 Non-Party: any natural person, partnership, corporation, association,
18 or other legal entity not named as a Party to this action.

19 2.10 Outside Counsel of Record: attorneys who are not employees of a
20 party to this Action but are retained to represent or advise a party to this Action and
21 have appeared in this Action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party, including support staff.

23 2.11 Party: any party to this Action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this Action.

28 2.13 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.14 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEY
6 EYES ONLY”.

7 2.15 Receiving Party: a Party that receives Disclosure or Discovery
8 Material from a Producing Party.

9
10 3. SCOPE

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or
13 extracted from Protected Material; (2) all copies, excerpts, summaries, or
14 compilations of Protected Material; and (3) any testimony, conversations, or
15 presentations by Parties or their Counsel that might reveal Protected Material.

16 Any use of Protected Material at trial shall be governed by the orders of the
17 trial judge. This Order does not govern the use of Protected Material at trial.

18
19 4. DURATION

20 Even after final disposition of this litigation, as defined in Section 13 (FINAL
21 DISPOSITION), the confidentiality obligations imposed by this Order shall remain
22 in effect until a Designating Party agrees otherwise in writing or a court order
23 otherwise directs.

24
25 5. DESIGNATING PROTECTED MATERIAL

26 5.1 Exercise of Restraint and Care in Designating Material for Protection.

27 Each Party or Non-Party that designates information or items for protection
28 under this Order must take care to limit any such designation to specific material

1 that qualifies under the appropriate standards. The Designating Party must
2 designate for protection only those parts of material, documents, items, or oral or
3 written communications that qualify so that other portions of the material,
4 documents, items, or communications for which protection is not warranted are not
5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to impose
9 unnecessary expenses and burdens on other parties) may expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 5.2 Manner and Timing of Designations. Except as otherwise provided in
15 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
16 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
17 under this Order must be clearly so designated before the material is disclosed or
18 produced.

19 Designation in conformity with this Order requires:

20 (a) for information in documentary form (e.g., paper or electronic
21 documents, but excluding transcripts of depositions or other pretrial or trial
22 proceedings), that the Producing Party affix at a minimum, the legend
23 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL- ATTORNEY EYES ONLY"
24 (hereinafter "CONFIDENTIAL legend"), to each page that contains protected
25 material. If only a portion or portions of the material on a page qualifies for
26 protection, the Producing Party also must clearly identify the protected portion(s)
27 (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes original documents available for

1 inspection need not designate them for protection until after the inspecting Party has
2 indicated which documents it would like copied and produced. During the
3 inspection and before the designation, all of the material made available for
4 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
5 identified the documents it wants copied and produced, the Producing Party must
6 determine which documents, or portions thereof, qualify for protection under this
7 Order. Then, before producing the specified documents, the Producing Party must
8 affix the “CONFIDENTIAL legend” to each page that contains Protected Material.
9 If only a portion or portions of the material on a page qualifies for protection, the
10 Producing Party also must clearly identify the protected portion(s) (e.g., by making
11 appropriate markings in the margins).

12 (b) for testimony given in depositions that the Designating Party identify
13 the Disclosure or Discovery Material on the record, before the close of the
14 deposition all protected testimony.

15 (c) for information produced in some form other than documentary and
16 for any other tangible items, that the Producing Party affix in a prominent place on
17 the exterior of the container or containers in which the information is stored the
18 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEY EYES
19 ONLY”. If only a portion or portions of the information warrants protection, the
20 Producing Party, to the extent practicable, shall identify the protected portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order.

27
28 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

1 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
2 designation of confidentiality at any time that is consistent with the Court's
3 Scheduling Order.

4 6.2 Meet and Confer. The Challenging Party Shall initiate the dispute
5 resolution process under Civil Local Rule 37-1 et seq.

6 6.3 The burden of persuasion in any such challenge proceeding shall be
7 on the Designating Party. Frivolous challenges, and those made for an improper
8 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
9 parties), may expose the Challenging Party to sanctions. Unless the Designating
10 Party has waived or withdrawn the confidentiality designation, all parties shall
11 continue to afford the material in question the level of protection to which it
12 is entitled under the Producing Party's designation until the Court rules on the
13 challenge.
14

15 7. ACCESS TO AND USE OF PROTECTED MATERIAL

16 7.1 Basic Principles. A Receiving Party may use Protected Material that
17 is disclosed or produced by another Party or by a Non-Party in connection with
18 this Action only for prosecuting, defending, or attempting to settle this Action.
19 Such Protected Material may be disclosed only to the categories of persons and
20 under the conditions described in this Order. When the Action has been
21 terminated, a Receiving Party must comply with the provisions of Section 13 below
22 (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at
24 a location and in a secure manner that ensures that access is limited to the
25 persons authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the Court or permitted in writing by the Designating Party, a
28 Receiving Party may disclose any information or item designated

1 “CONFIDENTIAL” only to:

2 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
3 well as employees of said Outside Counsel of Record to whom it is reasonably
4 necessary to disclose the information for this Action;

5 (b) the officers, directors, and employees (including House Counsel) of
6 the Receiving Party to whom disclosure is reasonably necessary for this Action;

7 (c) Experts (as defined in this Order) of the Receiving Party to whom
8 disclosure is reasonably necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

10 (d) the Court and its personnel;

11 (e) court reporters and their staff;

12 (f) professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary for this Action and who have
14 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (g) the author or recipient of a document containing the information or a
16 custodian or other person who otherwise possessed or knew the information;

17 (h) during their depositions, witnesses, and attorneys for witnesses, in
18 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
19 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
20 they will not be permitted to keep any confidential information unless they sign the
21 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
22 agreed by the Designating Party or ordered by the Court. Pages of transcribed
23 deposition testimony or exhibits to depositions that reveal Protected Material may
24 be separately bound by the court reporter and may not be disclosed to anyone except
25 as permitted under this Stipulated Protective Order; and

26 (i) any mediator or settlement officer, and their supporting personnel,
27 mutually agreed upon by any of the parties engaged in settlement discussions.

28 7.3 Disclosure of “HIGHLY CONFIDENTIAL-ATTORNEYS EYES

1 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
2 writing by the Designating Party, a Receiving Party may disclose any information or
3 item designated “HIGHLY CONFIDENTIAL-ATTORNEYS’ EYES ONLY” only
4 to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) actual or potential independent experts or consultants (and their
9 administrative or clerical staff) engaged in connection with this litigation (which
10 shall not include the current employees, officers, members, or agents of parties or
11 affiliates of parties) who, prior to any disclosure of Protected Material to such
12 person, have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
13 A); and

14 (c) the court and its staff and any other tribunal or dispute resolution officer
15 duly appointed or assigned in connection with this litigation.

16
17 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
18 IN OTHER LITIGATION

19 If a Party is served with a subpoena or a court order issued in other litigation
20 that compels disclosure of any information or items designated in this Action as
21 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEY EYES ONLY”
22 that Party must:

23 (a) promptly notify in writing the Designating Party. Such notification
24 shall include a copy of the subpoena or court order;

25 (b) promptly notify in writing the party who caused the subpoena or order
26 to issue in the other litigation that some or all of the material covered by the
27 subpoena or order is subject to this Protective Order. Such notification shall include
28 a copy of this Stipulated Protective Order; and

1 (c) cooperate with respect to all reasonable procedures sought to be
2 pursued by the Designating Party whose Protected Material may be affected.

3 If the Designating Party timely seeks a protective order, the Party served with
4 the subpoena or court order shall not produce any information designated in this
5 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL- ATTORNEY
6 EYES ONLY” before a determination by the court from which the subpoena or
7 order issued, unless the Party has obtained the Designating Party’s permission. The
8 Designating Party shall bear the burden and expense of seeking protection in that
9 court of its confidential material, and nothing in these provisions should be
10 construed as authorizing or encouraging a Receiving Party in this Action to disobey
11 a lawful directive from another court.
12

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
17 CONFIDENTIAL- ATTORNEY EYES ONLY”. Such information produced by
18 Non-Parties in connection with this litigation is protected by the remedies and relief
19 provided by this Order. Nothing in these provisions should be construed as
20 prohibiting a Non-Party from seeking additional protections.

21 (b) In the event that a Party is required, by a valid discovery request, to
22 produce a Non-Party’s confidential information in its possession, and the Party is
23 subject to an agreement with the Non-Party not to produce the Non-Party’s
24 confidential information, then the Party shall:

25 (1) promptly notify in writing the Requesting Party and the Non-Party
26 that some or all of the information requested is subject to a confidentiality agreement
27 with a Non-Party;

28 (2) promptly provide the Non-Party with a copy of the Stipulated

1 Protective Order in this Action, the relevant discovery request(s), and a reasonably
2 specific description of the information requested; and

3 (3) make the information requested available for inspection by the Non-
4 Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this Court within
6 14 days of receiving the notice and accompanying information, the Receiving Party
7 may produce the Non-Party's confidential information responsive to the discovery
8 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
9 not produce any information in its possession or control that is subject to the
10 confidentiality agreement with the Non-Party before a determination by the Court.
11 Absent a court order to the contrary, the Non-Party shall bear the burden and
12 expense of seeking protection in this Court of its Protected Material.

13
14 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

15 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
16 Protected Material to any person or in any circumstance not authorized under this
17 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
18 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
19 to retrieve all unauthorized copies of the Protected Material, (c) inform the person
20 or persons to whom unauthorized disclosures were made of all the terms of this
21 Order, and (d) request such person or persons to execute the "Acknowledgment and
22 Agreement to Be Bound" that is attached hereto as Exhibit A.

23
24 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
25 PROTECTED MATERIAL

26 When a Producing Party gives notice to Receiving Parties that certain
27 inadvertently produced material is subject to a claim of privilege or other protection,
28 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil

1 Procedure 26(b)(5)(B). This provision is not intended to modify whatever
2 procedure may be established in an e-discovery order that provides for production
3 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
4 (e), insofar as the parties reach an agreement on the effect of disclosure of a
5 communication or information covered by the attorney-client privilege or work
6 product protection, the parties may incorporate their agreement in the stipulated
7 protective order submitted to the Court. Inadvertent production of privileged or
8 otherwise protected material shall not constitute waiver of any claim of privilege or
9 other protection.

10
11 12. MISCELLANEOUS

12 12.1 Right to Relief. Nothing in this Order abridges the right of any person
13 to seek its modification by the Court in the future.

14 12.2 Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order, no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in this
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any
18 ground to use in evidence of any of the material covered by this Protective Order.

19 12.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material
21 may only be filed under seal pursuant to a court order authorizing the sealing of the
22 specific Protected Material at issue. If a Party's request to file Protected Material
23 under seal is denied by the court, then the Receiving Party may file the information
24 in the public record unless otherwise instructed by the court.

25
26 13. FINAL DISPOSITION

27 Final disposition shall be deemed to be the later of (1) dismissal of all claims
28 and defenses in this Action, with or without prejudice; and (2) final judgment herein

1 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
2 reviews of this Action, including the time limits for filing any motions or
3 applications for extension of time pursuant to applicable law. After the final
4 disposition of this Action, within 60 days of a written request by the Designating
5 Party, each Receiving Party must return all Protected Material to the Producing
6 Party or destroy such material. As used in this subdivision, "all Protected Material"
7 includes all copies, abstracts, compilations, summaries, and any other format
8 reproducing or capturing any of the Protected Material. Whether the Protected
9 Material is returned or destroyed, the Receiving Party must submit a written
10 certification to the Producing Party (and, if not the same person or entity, to the
11 Designating Party) by the 60 day deadline that (1) identifies (by category, where
12 appropriate) all the Protected Material that was returned or destroyed; and (2)
13 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
14 summaries, or any other format reproducing or capturing any of the Protected
15 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
16 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
17 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
18 work product, and consultant and expert work product, even if such materials
19 contain Protected Material. Any such archival copies that contain or constitute
20 Protected Material remain subject to this Protective Order as set forth in Section 4
21 (DURATION).

22
23 14. Any violation of this Order may be punished by any and all appropriate
24 measures including, without limitation, contempt proceedings and/or monetary
25 sanctions.

26
27 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
28

1 DATED: July 29, 2025

2
3 /s/ Jamie Fountain

4 Attorneys for Plaintiff

5
6 DATED: July 29, 2025

7
8 /s/ Scott P. Shaw

9 Attorneys for Defendant

10
11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

12
13 DATED: July 30, 2025

14 

15
16 Honorable Steve Kim
17 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ in the case of *Deckers Outdoor Corporation v. Romeo & Juliette, Inc.*, Case No. 2:25-cv-04220. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order, and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____